



REQUEST FOR PROPOSALS (RFP)

**# 14-116: Snow-Ice Removal for Public Parking Lots, Sidewalks and Snow
Plowing**

Issued September 11, 2014

Due September 26, 2014

The Village of Oak Park ("the Village") is requesting qualifications to identify contractors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before September 26, 2014 at 5:00 PM to:

Village of Oak Park
Parking and Mobility Services Department
Attn: RFP Solicitation Number 14-116:
Snow-Ice Removal for Public Parking Lots, Sidewalks and Snow Plowing
123 Madison Street
Oak Park, IL 60302

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Section I. General Requirements

A. Introduction and Mandatory Terms

The Village requests the services of a qualified contractor for the purpose of plowing and/or salting of snow and ice for Village owned or operated parking lots, sidewalks, public ways and other Village-owned property located in the Village of Oak Park. There are two proposals being requested, one for snow plowing and sidewalk shoveling in of public ways and another for snow and ice removal in Village parking lots and corresponding sidewalks. Contractors may submit a proposal for all or individual sections of the RFP. Please fill out the appropriate form(s) for all sections being submitted for consideration.

The Village will receive responses Monday through Friday, 8:30 A.M. to 5:00 P.M. at Parking and Mobility Services, Village of Oak Park, 123 Madison Street, Oak Park, Illinois, 60302. Each service provider shall *provide one (1) hard copy of their response in a sealed envelope titled "RFP#14-116 Snow-Ice Removal for Public Parking Lots, Sidewalks and Snow Plowing."*

Email submissions will be accepted until the close of business on September 26, 2014 at 5:00 pm. Submissions received after the submittal time may be rejected.

A pre-proposal meeting for this agreement will be conducted on Friday, September 19, 2014 at 11:00 a.m. in Room 101 at Village Hall, 123 Madison Street, Oak Park.

All additional questions must be submitted via email to jvelan@oak-park.us no later than September 19, 2014. Responses will be provided to the known list of RFP recipients as well as on DemandStar.com.

Responses will be reviewed and evaluated, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

Other inquiries regarding this RFP shall be directed to: Jill Velan, Director, Parking and Mobility Services at jvelan@oak-park.us.

B. Presentation of Request for Qualifications

The Village reserves the right to select a short list of service providers at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

C. Service Provider Notification

Service providers will be notified in writing of further questions and/or decisions.

D. Award of Agreement

An agreement or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award.

Any agreement with a selected contractor or contractors must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Contractors are advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

E. Taxes Not Applicable

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

F. Interpretation of the Request for Proposal Document

Any service provider in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Service Provider or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be posted on the Village's Website and DemandStar.com. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the service providers' responsibility to obtain all addenda issued.

G. Competency of Service Provider

No submission will be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or agreement. The Service Provider, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

H. Subletting of Contract

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the bidder selected from their obligations or change the terms of the contract.

I. Village Ordinances

The Service Provider will strictly comply with all Ordinances and codes of the Village of Oak Park and laws of the State of Illinois.

J. Term of Agreement

The initial agreement shall be from November 1, 2014 to April 30, 2015. The Village of Oak Park may renew the agreement for two (2) optional snow seasons (November 1, 2015 to April 30, 2016 and November 1, 2016 to April 30, 2017).

The Village retains the right to renew this initial agreement under the same terms and conditions upon mutual agreement with the Respondent. Renewals are to be done on a yearly basis for no more than two (2) additional snow season periods (November 1 to April 30). Price escalation will be allowed and subject to one (1) adjustment per period. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The annual adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this agreement in any year. If the Respondent fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the agreement.

If any price reductions are announced during the agreement period, the Village shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

K. Payments

The contractor will submit a monthly invoice to the Village detailing the addresses completed, hours worked and the rate. All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

L. Termination for Non-appropriation of Funds

The Village reserves the right to terminate any multi-year agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village's appropriation for this purpose.

M. Service Provider Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Service Provider to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

N. Confidentiality

The Service Provider shall keep the Village's employee and all related data confidential.

O. Insurance Requirements

The selected Service Provider must purchase and maintain for the length of the agreement, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Service Provider shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Service Provider shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. *"In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred."* The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(a) **Commercial General Liability:**

i. Coverage to include, Broad Form Property Damage, contractual and Personal Injury.

ii. Limits:

General Aggregate \$ 2,000,000.00

Each Occurrence \$ 1,000,000.00

Personal Injury \$ 1,000,000.00

iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

(b) **Workers' Compensation:**

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform work pursuant to the agreement, and

in case work is subcontracted, the Service Provider shall require each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(c) **Comprehensive Automobile Liability:**

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:
Combined Single Limit \$1,000,000.00

(d) **Umbrella:**

i. Limits:
Each Occurrence/Aggregate \$2,000,000.00

(e) The Village, its officers, officials, employees and agents shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation and Professional Liability. The Service Provider shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees and agents.

The Service Provider understands and agrees that any insurance protection required by the agreement or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees and agents as herein provided.

P. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Service Provider shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Service Provider, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Service Provider or its employees, agents, servants, associates, contractors, subcontractors, or assignees.

Q. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Operator or Operators (“Operator”):

Proposals due to Parking and Mobility Services Department	Sept. 26, 2014
Proposals reviewed	Sept. 29-Oct 3, 2014
Negotiation with preferred contractor(s)	Oct. 6-10, 2014
Agreement Approval	Oct. 20, 2014
Service start date	Nov. 1, 2014

R. References

Respondents shall furnish a minimum of four (4) references from accounts that they are servicing for a period of not less than six (6) months.

RESPONDENT REFERENCES

Respondent Name: _____

	Name	Address	Contact Person & Phone #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

State the number of years in this business _____.

State the number of current personnel on staff trained in the operation of the equipment required in the performance of this contract _____.

**Section II. SNOW PLOWING AND SIDEWALK
DETAILED SPECIFICATIONS AND PROPOSAL FORM**

BASE PROGRAM: The Village of Oak Park requires its residents to clear snow and ice from their public sidewalks within 24 hours after the end of a snow fall. Recognizing that there are residents who are not able to remove snow without assistance, the Village has provided snow removal assistance to residents since 2007.

The Village provides a hotline phone number for registered residents to call at the end of a winter snow storm. Currently, there are approximately one hundred and fifteen (115) registered residents who may require assistance. The Village will compile the list of requests and fax or email it to the contractor. The contractor will remove the snow and ice from the public sidewalks at all listed locations within twenty-four (24) hours after the end of the snow storm. On occasion, the Village may request that the Contractor spread salt on the public sidewalks after snow and ice has been removed.

The contractor will remove the snow from the sidewalks on the list and submit a list of the addresses completed on a daily or per storm basis.

The Village of Oak Park will communicate the availability of this service to its residents using some or all of the available local visual and print media including the local press, the local Village cable TV, Village newsletters, community meetings, etc.

During the past three winter seasons, there were an average of twenty-five (25) to thirty-five (35) locations listed for each winter snow storm.

ALTERNATE PROJECT A: The Village of Oak Park may request assistance for sidewalk snow and ice removal at thirty (30) crossing guard locations (approximately 120 corners) at school crosswalks throughout the Village. School crosswalks must be cleared no later than 7:00 a.m. on school days. Depending on the storm, the contractor may also be required to clear sidewalk snow and ice from school crosswalks before 2:30 p.m. on school days.

ALTERNATE PROJECT B: The Village of Oak Park may request assistance for back-up plowing and salting operations to clear snow and ice from residential streets and alleys. Contractor pricing should include driver, truck, plow and salt spreader (if available). If salting is required, Village salt will be used.

Cost and Payment

Contractors shall propose a cost per man per hour.

SNOW PLOWING AND SIDEWALK PROPOSAL FORM

Costs shall be an hourly rate regardless of your method - either by hand or by machine.

BASE PROGRAM: SIDEWALK SNOW SHOVELING SERVICES

HOURLY RATE (PER MAN HOUR) \$ _____

COST PER BAG OF SALT \$ _____

ALTERNATE A: SCHOOL CROSSWALK SNOW SHOVELING SERVICES

HOURLY RATE (PER MAN HOUR) \$ _____

**ALTERNATE B: BACK-UP PLOWING AND/OR SALTING ASSISTANCE
(Per Hour Price to include driver and equipment)**

EQUIPMENT DESCRIPTION	HOURLY RATE (Weekday)	HOURLY RATE (Weekend)
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Company Name _____

Address _____

Contact Name _____

Phone _____

Fax _____

Email _____

Section III. PARKING LOTS DETAILED SPECIFICATIONS AND PROPOSAL FORM

The purpose of this contract is for the plowing and/or salting of snow and ice for Village owned or operated parking lots and sidewalks and other Village-owned property located in the Village of Oak Park. The locations for plowing and salting are:

See attached lists in the Appendix for exact locations and sizes of the lots.

Respondent shall:

1. Furnish all labor, materials, and equipment to remove snow that has accumulated in the parking lots and spread road salt in order to maintain the lots in a safe condition at all time.
2. Furnish all labor, materials, and equipment to remove snow from parking lot areas and sidewalks and to spread the appropriate deicing agents for all pedestrian areas in and around the parking lot and sidewalks. By Village Ordinance, sidewalks shall be free of snow and ice within twenty four (24) hours of the end of the cessation of a snow or ice storm.

The Village retains the right to award a "Single Contract" for all work OR separate this work into two (2) sections, one section north of the CTA Green Line "North Section" and one section south of the CTA Green Line "South Section". Respondents may submit a bid for the single contract work or the individual North Section or South Section. The Village reserves the right to modify by adding or combining the sections or to add or delete parking lots to the contract. A list of locations is attached to this document.

The North Section Contract is comprised of 40 locations that contain a parking capacity of 1,643 spaces.

The South Section Contract is comprised of 78 locations that contain a parking capacity of 1,799 spaces.

The Single Contract for the entire Village parking system (which is the North & South Sections combined) is comprised of 110 locations and a total parking capacity for snow removal and salting of 3,309 spaces.

Requirements:

The proper timing and use of equipment is essential to maintain the continuous, expeditious and safe operating of the parking lots and other locations. Consequently, it is imperative that all equipment be in good operating condition at all times so as to insure maximum working efficiency and prevent unnecessary delays in service. **Time is of the essence in arriving at the scene** to begin snow removal efforts.

The Respondent shall perform the work in the following manner:

- A. The Respondent shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified personnel shall be sufficient to respond to emergency calls, which may be received at any time. Manpower must be activated and equipment operating at the site in a prompt, expeditious time frame but no later than **within two (2) hours after notification by the Village.**
- B. The Respondent shall submit, in writing, the name, address and all telephone numbers of the person in their organization to whom instructions shall be given by the Parking Department staff on an hour (or 24-hour callout) per day basis. The Respondent must submit two (2) phone numbers which will provide 24-hour accessibility. One designated supervisor in the Respondent's organization shall be available on the job site at all times during snowplowing operations.

Village of Oak Park personnel will confer with the Respondent via telephone when a snow event is predicted and discuss response scenarios. Response scenarios include, but are not limited to:

1. Pre-salting, sidewalks only
2. Pre-salting, sidewalks and lots
3. Snow removal in lots and sidewalks
4. Snow removal in lots and sidewalks following by salting
5. Recall for additional snow removal in lots, due to lack of cars in lot (which were present during initial snow removal efforts)
6. Recall for single lot treatment, e.g. salting and hand shoveling between cars such as at Village Hall parking lot.

Village of Oak Park personnel notify the Respondent via telephone when a snow event has been determined. The Respondent may not respond to a snow event without Village authorization.

- C. For a snowfall in excess of two (2) inches, Respondent shall provide sufficient equipment to remove snow and ice from all paved areas including adjacent sidewalks. Snow removal is accomplished by plowing snow to the edge of the roadways in areas designated or to the center of the parking lots. If there are vehicles in the parking lot when the Respondent arrives to remove the accumulated snow, the Respondent shall remove all snow from roadways, aisles and empty spaces. Equipment shall be provided to continue removal operations through completion to the satisfaction of the Village. The Respondent will also be required to remove snow away from the parking meters so patrons can access the parking meters for payment. The Village reserves the right to modify its request for salting, shoveling or plowing based upon ice conditions regardless of snowfall amounts.
- D. The Respondent shall be paid for the operation-described on a per hour rate basis.

- E. The Respondent shall accomplish snow removal and ice control operations within the following parameters:

Entire Village by Single contractor (110 locations and a total parking capacity for snow removal and salting of 3,309 spaces)

- I. Snow falls of less than 2" : No more than five (5) hours
- II. Snow falls from 2" - 12" : No more than 8 hours
- III. Snow falls greater than 12" in 24 hours - subject to review of Parking Garage Supervisor

North Section of Village only (40 locations that contain a parking capacity of 1,643 spaces)

- I. Snow falls of less than 2" : No more than four (4) hours
- II. Snow falls from 2" - 12" : No more than four (4) hours
- III. Snow falls greater than 12" in 24 hours - subject to review of Parking Garage Supervisor

South Section of Village only (78 locations that contain a parking capacity of 1,799 spaces)

- I. Snow falls of less than 2" : No more than four (4) hours
- II. Snow falls from 2" - 12" : No more than four (4) hours
- III. Snow falls greater than 12" in 24 hours - subject to review of Parking Garage Supervisor

- F. The Village may request salting of all the parking lots and/or sidewalks when there is less than a two-inch snowfall.

The Respondent shall accomplish salting only operations within the following parameters:

Entire Village by Single contractor (110 locations and a total parking capacity for snow removal and salting of 3,309 spaces): No more than 4 hours

North Section of Village only (40 locations that contain a parking capacity of 1,643 spaces): No more than 4 hours

South Section of Village only (78 locations that contain a parking capacity of 1,799 spaces): No more than 5 hours

- G. The Respondent is responsible for providing private storage of all equipment and materials. However, in the event of a prolonged snow storm (more than 24 hours straight) the Respondent may be allowed to park their equipment (only those items listed as minimum equipment necessary for this contract) overnight at a parking lot designated and approved by the Village.

- H. The Respondent will clear the pedestrian areas and sidewalks of snow in and around assigned parking lots within twenty four (24) hours of the cessation of a snow or ice storm.
- I. Respondent shall take great care to avoid putting snow on and/or striking adjacent landscaping (trees, shrubs, etc.) and to avoid blocking walkways, street crossings, and lot entrances and exits. Respondent shall be held responsible for any and all damage to existing landscaping, vehicles and structures.
- J. After call out and before starting any snow removal operation, the Respondent and its employees shall report to Parking Facilities Operations Offices at the Holley Court Parking Structure located 1125 Holley Court, or another location determined by the Village, to receive instructions and to document the Respondents starting time, equipment and work force. Additionally, the Respondent shall report to the same location at the end of the operation.
- K. The Village reserves the rate to establish the equipment type used by Respondent for services by location (e.g. which lots require One Ton Truck versus which lots require 4x4 small trucks with plow).
- L. Unless other directed by Village, Respondent shall complete salting and order snow removal activities in the order established in the Report Sheets provided by the Village to the contractor. This order is:

Zone	Capacity	Number of Locations
<i>(PRIORITY ORDER FOR SNOW REMOVAL/SALTING UNLESS OTHERWISE DIRECTED BY VILLAGE)</i>		
North Section Zone 3	616	10
North Section Zone 2	857	15
South Section Zone 6	705	29
South Section Zone 5	466	23
South Section Zone 4	469	23
North Section Zone 1	170	14
South Section Zone 7	159	9

- M. The contractor may be requested to remove snow from parking lots and haul it to a location designated by the Village. This work is typically completed by utilizing a large front end loader or skid steer and loading a large dump truck or semi tractor/trailer. The Village will determine when it is necessary to complete a snow hauling operation.

Payment:

All charges for snow removal will start when equipment begins operation at the assigned parking lots and shall end when the operation at the site is completed. No separate charge for transportation of equipment to or from the site will be allowed.

Standby fees may be charged when standby time is authorized in advance by Village personnel for the purpose of improving snow removal efforts for snowstorms that are predicted with unspecified start times.

It will be the responsibility of the Respondent to notify the Parking Garage Supervisor or his/her designee when the snow removal operation is complete. A form to verify these items will be provided by the Village (a sample of which is attached hereto) and will be signed by both the Respondent and the appropriate Village representative at the completion of each operation (or no later than 48 hours after the event). No charge for inoperable equipment due to mechanical failure will be allowed. It will be the Respondent's responsibility to find replacement equipment in the event of breakdown.

All billing for services must be submitted to the Parking Garage Supervisor for processing within 10 business days of service. Failure to bill for services within this timeframe will result in grounds for termination of contract.

Property Damage:

The Respondent shall take great care to avoid putting snow on/or striking adjacent landscaping (trees, shrubs, etc.). Respondent shall be held responsible for all damage to property including, but not limited to, existing landscaping, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Respondent to repair to its original condition and to the satisfaction of the Village.

PUBLIC PARKING LOTS PROPOSAL FORM

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT AND MANPOWER TO CLEAR SNOW FROM DESIGNATED SITES FROM VARIOUS LOCATIONS AS INSTRUCTED BY THE STAFF OF THE PARKING SERVICES DEPARTMENT, VILLAGE OF OAK PARK, 123 MADISON STREET, OAK PARK, IL 60302.

Please list the type of trucks and end loaders that you have that would be available to use for snow removal and the hourly rate for each piece of equipment with operator included.

The Village retains the right to award a single contract for all work OR separate this work into two (2) sections, one south of the CTA Green Line and one north of the CTA Green Line. Respondents may submit a bid for the single contract work or the individual sections. The Village reserves the right to modify by adding or combining the sections. A list of locations is attached to this document.

The following equipment is the minimum equipment required to perform service for either the North Section or South Section:

- 1-One ton truck with snowplow and salt spreader
- 4-Small (4 X 4) trucks with plows
- 4-Self propelled snow blowers for clearing the sidewalks and other side work

Additional trucks and snow blowers would be required if bidding on entire Village Single Contract.

Review this Form Carefully. Please confirm sections you are bidding:

- I am bidding on only the North Section (40 locations that contain a parking capacity of 1,643 spaces)
- I am bidding on only the South Section (78 locations that contain a parking capacity of 1,799 spaces)
- I am bidding on only a Single Contract for the North and South Sections if they are combined (110 locations and a total parking capacity for snow removal and salting of 3,442 spaces). I am not interested in a smaller contract.
- I am bidding all options and completing pricing on all options.

Equipment Description	North Section Contract Hourly Rate	South Section Contract Hourly Rate	Single Contract for Entire Village Hourly Rate
One ton truck with snowplow and salt spreader			
Small (4 X 4) truck with plows			
Front End loader for Snow removal			
Skid steer loader for Snow removal			
Semi tractor/trailer for hauling snow			
Large dump truck (6 wheeler or equivalent) for Snow removal			
Self propelled snow blowers			
Hand Shoveling			
Standby Rate (rate to mobilize plowing crews on site in Oak Park, but hold initiation of plowing until Village determined level of snow accumulation)			
Materials	North Section Contract Per Ton	South Section Contract Per Ton	Single Contract for Entire Village Per Ton
Salt Per Ton			
	Per 50lb or 80lb bag Specify bag weight	Per 50lb or 80lb bag Specify bag weight	Per 50lb or 80lb bag Specify bag weight
Salt Per 80 lb bag (environmentally sensitive de-icing material applied (for sidewalks only))			

Note: Respondent shall provide the Village the specifications of the sidewalk de-icing material for approval prior to use. Environmentally sensitive materials that are acceptable include

ECOSALT: 48 x 50 lb. Bags. ECOSALT is sodium chloride blended with GeoMelt 55, a sugar beet-based accelerator that improves the melting capabilities of salt, and can be applied at 60-70% the rate of untreated rock salt. ECOSALT melts to -20F. Pellet size passes through 2.36-4.75 MM sieve with fines removed. Won't stain flooring or carpets. Safe for pets and animals. May be harmful to concrete surfaces less than six months old.

Equipment Description	North Section Contract Minimum Quantity of Equipment Available for this contract	South Section Contract Minimum Quantity of Equipment Available for this contract	Single Contract for Entire Village Minimum Quantity of Equipment Available for this contract
One ton truck with snowplow and salt spreader			
Small (4 X 4) truck with plows			
Self propelled snow blowers			

PROPOSAL SIGNATURE: _____
 State of _____)
 County of _____)

_____,
 TYPE NAME OF SIGNEE

being first duly sworn on oath deposes and says that the Respondent on the above proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated _____

 Organization Name

(Seal - If Corporation)

By _____
 Authorized Signature

 Address

 Telephone

Subscribed and sworn to before me this _____ day of _____, 2014.

In the state of _____ Notary Public

My Commission Expires: _____

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Respondent is a corporation, which operates under the legal name of

_____ and is organized and existing under the laws of the State of

_____.

The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Name, signature, and addresses of all Partner

The partnership does business under the legal name of

_____ which name is registered with the office of _____ in the county of _____ in the state of _____.

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is _____.

If the Respondent is operating under a trade name said trade name is _____ which name is registered with the office of _____ in the county of _____ in the state of _____.

Signed _____

Sole Proprietor

Section IV. Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. Responsiveness to RFP
The Village will consider all the material submitted to determine whether the Service Provider's offering is in compliance with this RFP.

- B. Ability to Perform Current and Projected Required Services
The Village will consider all the material submitted by each service provider, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.

- C. Experience and Relevant Knowledge
The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.

- D. Financial Stability
The Village may conduct analysis to examine the respondent's creditworthiness, including capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to interest rate or market risk. This will be assessed by internal staff and/or external rating services.

- E. References
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.

- F. Cost Proposal
The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP.

- G. Optional Interviews and/or Site Visits
The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.



Attachment I.

RESPONDENT CERTIFICATION

_____, as part of its bid on a contract for
(name of Respondent)

plowing and/or salting of snow and ice for Public ways, sidewalks, Village owned or operated parking lots and other Village-owned property located in the Village of Oak Park to the Village of Oak Park, hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: _____
(Authorized Agent of Respondent)

Subscribed and sworn to
before me this ___ day
of _____, 2014.

(Notary Public)



Attachment II.

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

that he/she is _____ of
(partner, officer, owner, etc.)

(bidder selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:
Its:

(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public's Signature

- Notary Public Seal -

Minority Business and Women Business Enterprises Requirements

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.



Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner



Attachment IV. **Compliance Affidavit**

I, _____ being first duly sworn on oath depose and state as follows:
(Print Name)

1. I am the (title) _____ of the Proposing Firm (“Firm”) and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled “Organization of Proposing Firm,” which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm’s business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to “Proposing Requirements”.
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled “EEO Report.”
7. Neither the Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an “Equal Opportunity Employer” as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

Signature: _____

Printed Name _____

Name of Business: _____

Your Title: _____

Business Address: _____

(Number, Street, Suite #)

(City, State & Zip)

Telephone: _____

Fax: _____

Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2014.

Notary Public

M/W/DBE STATUS AND EEO REPORT

1. Contractor Name: _____

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women’s Business Enterprise (WBE) (A firm that is at least 51% owned,

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

- managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm’s current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name _____

Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is the _____
 (Name of Person Making Affidavit) (Title or Officer)
 of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2014.

 (Signature) (Date)



Attachment V. No Proposal Explanation

If your firm does not wish to submit a proposal, please provide us with Attachment V and include in the space below any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Proposal No: RFP #14-116
Project Name: Snow-Ice Removal for Public Parking Lots, Sidewalks and Snow Plowing
Date Issued: September 11, 2014

Comments:



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2014, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and _____ (hereinafter referred to as the “Contractor”).

RECITALS

WHEREAS, the Village intends to have plowing and/or salting of snow and ice for Village owned or operated parking lots, sidewalks, public ways and other Village-owned property located in the Village performed by the Contractor pursuant to the Contractor’s Proposal dated _____, attached hereto and incorporated herein by reference (hereinafter referred to as the “Contractor’s Proposal”), the Village’s Request for Proposals, attached hereto and incorporated herein by reference (hereinafter referred to as the “RFP”), and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. SERVICES OF THE CONTRACTOR AND TERM OF AGREEMENT.

1.1. The Contractor shall provide the services set forth in the Contractor’s Proposal (hereinafter referred to as the “Services”) after receiving written authorization by the Village. The Village shall approve the use of subcontractors by Contractor to perform any of the Services that are the subject of this Agreement.

1.2. The Contractor shall submit to the Village all reports, documents, data, and information set forth in Contractor’s Proposal in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Contractor’s failure to provide any required submittal in conformance with this Agreement.

1.3. In case of a conflict between provisions of the Contractor’s Proposal and the Village’s RFP and/or this Agreement, this Agreement and the Village’s RFP shall control to the extent of such conflict.

2. COMPENSATION FOR SERVICES.

2.1. The Village shall compensate the Contractor for the Services as set forth pursuant to the Contractor’s Proposal in an amount not to exceed \$_____. The Contractor shall be paid not more frequently than once each month (“Progress

Payments”). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

2.2. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Village.

2.3. The Contractor shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

2.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village’s rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractors Services; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys’ fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village’s remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of the Village’s receipt of an invoice.

2.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys’ fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

3. TERMINATION.

3.1. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice pursuant to Section 14 below of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

3.2. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Contractor pursuant to this Agreement.

4. INDEMNIFICATION.

4.1. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or Contractor, indemnify, save harmless, and defend the Village, its officers, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, but only to the extent caused by the negligence of the Contractor or its subcontractors or their respective employees.

5. INSURANCE.

5.1. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 5. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 5 and indemnify, hold harmless and defend the Village, its officers, employees, agents, and volunteers as set forth in this Agreement.

5.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) **Commercial General Liability:**
 - i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
 - ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
 - iii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

- (B) **Professional Liability:**
 - i. Per Claim/Aggregate \$2,000,000.00
 - ii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.

- (C) **Worker's Compensation:**
 - i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- (D) **Comprehensive Automobile Liability:**
 - i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
 - ii. Limits:

Combined Single Limit	\$1,000,000.00
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- (E) **Umbrella:**
 - i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (E) The Village, its officers, officials, employees, agents, and volunteers shall be named as an additional insured on all insurance policies set

forth herein except Worker's Compensation and Professional Liability. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

5.3. The Village and the Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.4. The Contractor understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

6. SUCCESSORS AND ASSIGNS.

6.1. The Village and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

7. FORCE MAJEURE.

7.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

8. AMENDMENTS AND MODIFICATIONS.

8.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

9. STANDARD OF CARE.

9.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

9.2. The Contractor shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Contractor thereof within one year of completion of the Contractor's Services.

9.3. The Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Contractor of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Contractor.

9.4. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

9.5. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

9.6. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

10. DOCUMENTS AND BOOKS AND RECORDS.

10.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement (“Documents”) shall be and remain the property of the Village upon completion of the project and payment to the Contractor all amounts then due under this Agreement. At the Village’s request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

10.2. The Contractor’s Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village’s expense. The Contractor and any subContractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village’s review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

10.3. The Contractor shall have the right to include among the Contractor’s promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Contractor pursuant to this Agreement (collectively “Work Products”). The Village shall provide professional credit to the Contractor in the Village’s development, promotional and other materials which include the Contractor’s Work Products.

10.4. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 *et. seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor agrees to defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

11. SAVINGS CLAUSE.

11.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

12. NON-WAIVER OF RIGHTS.

12.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

12.2. This Agreement shall not prohibit the Contractor from providing services to any other public or private entity or person. In the event that the Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by the Contractor, and the Village may select another Contractor to provide such Services as the Village deems appropriate.

13. THE VILLAGE'S REMEDIES.

13.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

13.1.1. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Services into compliance with this Agreement;

13.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;

13.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

13.1.4. The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from the Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

13.1.5. The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

14. NO COLLUSION.

14.1. The Contractor hereby represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E

of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

15. ENTIRE AGREEMENT.

15.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

16. GOVERNING LAW.

16.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17. NOTICE.

17.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Fax: (708) 383-9584

If to the Contractor:

Fax: _____

17.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

17.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

18. HEADINGS AND TITLES.

18.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

19. COUNTERPARTS.

19.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

20. EFFECTIVE DATE.

20.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

21. AUTHORIZATIONS.

21.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

22. EQUAL OPPORTUNITY EMPLOYER.

22.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____

Date: _____

ATTEST

ATTEST

By: Teresa Powell
Its: Village Clerk

By:
Its:

Date: _____

Date: _____